

TERMS AND CONDITIONS

1. Health and Safety

- 1.1. Worcester City Council (“the Council”) requires a risk assessment from each entertainment group (“Entertainers”). This must be completed and returned with the application form. If an adequate risk assessment is not provided the Council reserves the right to withdraw or refuse the Entertainers’ application with immediate effect.
- 1.2. Entertainers shall inform the Council as soon as possible of any changes to the performance and provide an updated risk assessment where necessary. No changes to performances will be accepted 10 working days prior to the event.
- 1.3. Entertainers must comply with all relevant legislation and Health and Safety regulations and follow the rules and / or instruction of the Council or any other bodies or authorities overseeing the event at all times.
- 1.4. Entertainers are responsible for the health and safety of their performers. By agreeing to perform, Entertainers confirm that all appropriate consents and permissions have been obtained prior to the event. This includes, but is not limited to, permission to administer first aid or urgent medical treatment during the event.

2. Liability

- 2.1. Subject to clause 2.2 the Council is not liable for:
 - 2.1.1. The death of, or injury to Entertainers, its employees, agents or performers;
 - 2.1.2. Damage to any property belonging to Entertainers, their employee’s agents or performers;
 - 2.1.3. Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability whether direct or indirect or any consequential losses incurred by Entertainers, their employees, performers or agents.
- 2.2. Nothing in clause 2.1 shall limit or exclude the Council’s liability for:
 - 2.2.1. Death or personal injury or damage to property caused by negligence on the part of Worcester City Council or its employees or agents; or
 - 2.2.2. Any matter in respect of which it would be unlawful for the activity organiser to exclude or restrict liability.
 - 2.2.3. The Council’s total liability to Entertainers arising in respect of all claims under or in relation to the event shall not exceed the limit on our applicable insurance cover.

3. Indemnity

- 3.1. Entertainers shall indemnify and keep indemnified the Council from and against all legal liability in respect of loss damage actions costs claims and demands in respect of any damage to any property moveable or immovable or injury to or death of any person by reason of or arising in any way directly or indirectly out of the presence of Entertainers its employees or agents

4. Insurance

- 4.1. Entertainers shall at all times maintain a public liability policy with a respectable and responsible Insurance company with an indemnity limit of a minimum of £5 million in respect of any one claim without limit as to the number of claims and provide a copy of this insurance policy to the Council with their application form.
- 4.2. if the policy is due to expire in the intervening period between the application deadline and the start of the fayre , please ensure the correct certificate/policy has been provided prior to the Fayre. Faliure to provide this information will result in you not being able to perform at the event.

5. General

- 5.1. Unfortunately, we are not able to offer parking at this event. If Entertainers have special access requirements, they must contact the Council to arrange to discuss options for access to the event area. Time slots for coaches to arrive and collect Entertainers can be arranged by the Council where necessary.
- 5.2. Time slots provided to Entertainers must be strictly adhered to. The Council is unable to provide alternative slots to Entertainers who are late or unable to perform at their agreed time.
- 5.3. We regret that we are not able to supply chairs or other types of furniture for your performance.
- 5.4. Entertainers shall not cause or allow to be caused (whether by act or omission) any damage to the Council’s property during the event.
- 5.5. Entertainers shall not arrange for or encourage fly-posting or other illegal advertising within the City of Worcester in connection with their performance.
- 5.6. In allocating Entertainers, a time slot and location the Council takes no responsibility for whether the location provided for the performance is suitable. All location preferences must be specified in the application form.

The Council will endeavour to provide the most suitable performance area, but Entertainers must ensure that they have familiarised themselves with the performance area prior to the event and if necessary, revise their performance.

6. Charity Collections

6.1. If Entertainers wish to collect for a chosen charity, they must advise the Council using the relevant section on the application form. All charities must be registered, and charity numbers provided. A record of the total collected must be submitted by email to christmas@worcester.gov.uk by 12th January 2023. Any Entertainers collecting monies without permission from the Council will be asked to leave the event with immediate effect.

7. Electricity

7.1. If required by Entertainers an electricity supply will be provided free of charge. Entertainers must state on their application that they require an electricity supply. Failure to notify the Council at application stage may result in an electricity supply not being available.

7.2. Entertainers must ensure that all electrical items to be used during the performance must be listed on their application form.

7.3. Entertainers must ensure all electrical equipment has been PAT tested before being brought into the event area and must have certificates available for inspection by the Council during the event.

7.4. In addition to the electricity supply, Entertainers allocated to perform on the main stage located in Cathedral Square will also be supplied with a PA system.

7.5. The electricity supply and PA system is installed and provided by a third-party reputable organisation. In the unlikely event of an equipment or power supply failure, the Council will undertake reasonable steps to resolve the issue but cannot be held responsible should any issues with the system not be resolved. No additional power sources are to be used without the prior written consent of the Council.